

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ARIZONA GAME AND FISH COMMISSION
AND
THE ARIZONA DEPARTMENT OF TRANSPORTATION

I. PURPOSE

This Memorandum of Understanding (MOU) outlines a coordinated approach for the Arizona Game and Fish Commission (Commission) and Arizona Department of Transportation (ADOT) to establish a mechanism for the efficient collection of wildlife/vehicle collision data that includes the creation and maintenance of a mutually useful wildlife/vehicle collision database.

II. AUTHORITY

The general authorities for this MOU include, but are not limited to, the following:

- A. This MOU is entered into pursuant to Arizona Revised Statutes (A.R.S.) Sections 11-951 through 11-954, as amended between the State of Arizona acting by and through the Arizona Game and Fish Department (AGFD) and ADOT.
- B. The Commission is responsible for the conservation and management of all wildlife species of the State of Arizona. The AGFD acts as the administrative agent under the authority of the Commission pursuant to A.R.S. Section 17-231. The AGFD's general jurisdiction and duties are delineated in A.R.S. Section 17-211 (D). The Commission and its agent are authorized to enter into this MOU under A.R.S. Section 17-231 (B) 7.
- C. ADOT is authorized to enter into this MOU pursuant to A.R.S. Section 28-401.

III. OBJECTIVES

- A. It is the objective of the AGFD and ADOT to cooperatively design and create a data collection system of wildlife/vehicle collision incidents and design, create, and maintain a regularly updated database that will be available to all interested parties.
- B. It is the objective of the AGFD to "conserve, enhance, and restore Arizona's diverse wildlife resources and habitats through aggressive protection and management programs, and to provide wildlife resources and safe watercraft and off-highway vehicle recreation for the enjoyment, appreciation, and use by present and future generations."
- C. It is the objective of ADOT to "provide products and services for a safe, efficient, cost-effective transportation system that links Arizona to the global economy,

promotes economic prosperity and demonstrates respect for Arizona's environment and quality of life."

IV. AREAS OF COOPERATION

The AGFD and ADOT recognize the need to work together to develop a data collection system of wildlife/vehicle collision incidents and a database for documenting information regarding those incidents.

A. The AGFD agrees to:

1. Cooperate in planning and developing a mutually agreed upon wildlife/vehicle collision collection system and database.
2. Provide a description of the AGFD's data collection methodology along with templates for data collection forms.
3. Provide ADOT with a template of the mutually shared database (including description of fields) and locations that might require further effort to reduce wildlife/vehicle collisions, such as crosswalks, underpasses, and fencing.
4. Exchange database updates with ADOT on a quarterly basis.
5. Make accessible, subject to availability and negotiation, such personnel, equipment, and facilities under its control as may be mutually agreed upon for the implementation of this MOU.
6. Establish an interagency workgroup to evaluate "hotspots" for wildlife/vehicle collisions in Arizona and integrate that evaluation into Arizona's Wildlife Linkages Assessment.

B. ADOT agrees to:

1. Encourage appropriate cooperation to design and implement a wildlife/vehicle collision data collection system and database.
2. Use the mutually agreed upon data collection forms within ADOT.
3. Maintain the database and exchange data updates on a quarterly basis with the AGFD.
4. Interface with other agencies, such as the Department of Public Safety, in collecting and storing wildlife/vehicle collision data.

5. Establish an interagency workgroup to evaluate “hotspots” for wildlife/vehicle collisions in Arizona and integrate that evaluation into *Arizona’s Wildlife Linkages Assessment*.

V. ADMINISTRATION

- A. Each party shall fund any activities that it may undertake pursuant to this MOU. However, if the voluntary assistance identified involves a substantial commitment of personnel or other resources, the parties may enter into an appropriate interagency agreement. Nothing in this MOU shall be construed as obligating any of the parties to expend in excess of appropriations authorized by law and administratively allocated for the purposes set forth in this MOU.
- B. All parties to this MOU shall comply with all Federal Statutes including, but not limited to, those relating to nondiscrimination, employment, and civil rights.
- C. This MOU is subject to all applicable Federal and State laws and regulations. Nothing in this MOU is intended to conflict with any Federal and State laws or regulations. If a conflict is determined to occur, applicable Federal and State laws and regulations shall control.
- D. This MOU shall become effective upon signature by all parties and shall continue in effect unless and until it is terminated by written request of at least one of the parties. This MOU shall terminate following the expiration of 30 days after written notice to the other parties of intent to terminate by any party.
- E. This MOU may be amended as necessary by mutual consent of both parties upon issuance of written notification of such modification, signed and dated by all parties.
- F. Notices. All written notices concerning this MOU shall be delivered in person or sent by certified mail, return receipt requested, to the Parties as follows:
 1. For the Commission:
Duane Shroufe, Director
5000 W Carefree Highway
Phoenix, Arizona 85086
 2. For Arizona Department of Transportation:
Todd Williams, OES Director
206 S. 17th Avenue
Mail Drop 102A
Phoenix, Arizona 85007

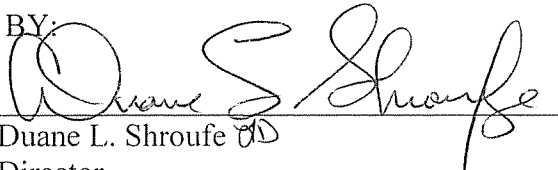

G. Integration. This MOU constitutes the entire agreement between the Parties pertaining to the subject matter herein and accurately sets forth the rights, duties, and obligations of each Party. All prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. The provisions of this MOU may be abrogated, modified, rescinded, or amended in whole or in part only by mutual written consent executed by the Parties.

H. Severability. In the event that any provision of this MOU or portion thereof is held invalid, illegal, or unenforceable, such provision or portion thereof shall be severed from this MOU and shall have no effect on the remaining provisions of this MOU, which shall remain in full force and effect.

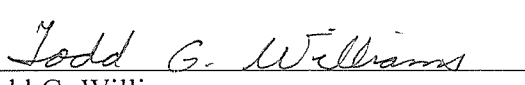
VI. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this MOU by the Director, Arizona Game and Fish Department and the Director of the Office of Environmental Services, Arizona Department of Transportation as of the date shown.

ARIZONA GAME AND FISH DEPARTMENT

BY:  2/21/08
Duane L. Shroufe  Date

ARIZONA DEPARTMENT OF TRANSPORTATION

BY:  2/29/08
Todd G. Williams Date
Director, Office of Environmental Services